

JOINT REPLY DECLARATION OF
PAUL A. LACOUTURE AND
VIRGINIA P. RUESTERHOLZ

ATTACHMENT N

October 16, 2000

To All Parties to D.T.E. 98-57-Phase III:

Pursuant to several of the Department of Telecommunications and Energy's ("Department") directives contained in the D.T.E. 98-57-Phase III Order (September 29, 2000), on Friday, October 13, 2000, Verizon Massachusetts ("Verizon") filed with the Department a compliance filing. The Department approved this compliance filing on October 13, 2000. However, by this Letter Order, the Department clarifies that only the following sections of Verizon's compliance filing were approved, and will go into effect on November 12, 2000: Sections 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 19.1.1, 19.1.2, and 19.1.3. By its action taken on October 13, 2000, the Department has not approved those parts of Section 5.4.7, concerning the Application of Rates and Charges, that are not consistent with the directives in the D.T.E. 98-57 Phase III Order.

By Order of the Department,

James Connelly, Chairman

W. Robert Keating, Commissioner

Paul B. Vasington, Commissioner

Eugene J. Sullivan, Jr., Commissioner

Deirdre K. Manning, Commissioner



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JOINT REPLY DECLARATION OF
PAUL A. LACOUTURE AND
VIRGINIA P. RUESTERHOLZ

ATTACHMENT O

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JOINT REPLY DECLARATION OF
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ATTACHMENT P

Feeder Sub Loop Amendment

AMENDMENT NO. ____

to the

INTERCONNECTION AGREEMENT

Between

[VERIZON] [STATE] INC.
[VERIZON NEW ENGLAND INC. D/B/A VERIZON [STATE]
[VERIZON NEW YORK INC. D/B/A VERIZON NEW YORK

and

[CLEC]

This Amendment No. ____ (this "Amendment") is made this ____ day of ____ 2000 (the "Effective Date") by and between [Verizon] [STATE, INC.]/[Verizon New England Inc. d/b/a Verizon [STATE]/ Verizon New York Inc. d/b/a Verizon New York a [STATE OF INCORPORATION] corporation ("VERIZON"), and [FULL NAME OF CLEC], a [STATE OF INCORPORATION] corporation ("[CLEC]"). (VERIZON and [CLEC] may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, VERIZON and [CLEC] are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated _____ (the "Interconnection Agreement"); and

WHEREAS, VERIZON is prepared to provide [CLEC] with access to feeder sub-loops;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

[IN NY AND MA ONLY]

(a) Feeder Sub-Loop. Notwithstanding anything set forth in the Interconnection

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Agreement and subject to the conditions set forth in Section 1(b) of this Amendment, VERIZON shall provide [CLEC] with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the rates, terms and conditions set forth in VERIZON's [NYPSC No. 916 Tariff] [DTE No. 17 Tariff], as amended from time to time, that relate to or concern Feeder Sub-Loops, and VERIZON shall do so regardless of whether or not such rates, terms and conditions are effective. A "Feeder Sub-Loop" means a DS1- or DS3- transmission path over a feeder facility in VERIZON's network between a VERIZON end office and either a VERIZON remote terminal equipment enclosure that subtends such end office or a CLEC outside plant interconnection cabinet (such a cabinet, a "COPIC") located within 100 feet of a VERIZON feeder distribution interface that subtends the end office and that [CLEC] has established in accordance with, and subject to the terms and provisions of, an agreement between VERIZON and [CLEC] that governs the establishment of such COPIC.

[FOR STATES OTHER THAN NY AND MA]**(a) Feeder Sub-Loop.**

(1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(b) of this Amendment and upon request, VERIZON shall provide [CLEC] with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 1(a) and the rates set forth in Exhibit A attached hereto. A "Feeder Sub-Loop" means a DS1- or DS3- transmission path over a feeder facility in VERIZON's network between a VERIZON end office and either a VERIZON remote terminal equipment enclosure (an "RTEE") that subtends such end office or a COPIC (as such term is hereinafter defined) located within 100 feet of a VERIZON feeder distribution interface (such an interface, an "FDI") that subtends the end office and that [CLEC] has established in accordance with, and subject to the terms and provisions of, an agreement between VERIZON and [CLEC] that governs the establishment of such COPIC.

(2) [CLEC] may obtain access to a Feeder Sub-Loop only from a [CLEC] collocation arrangement in the VERIZON end office where such Feeder Sub-Loop originates and VERIZON shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if [CLEC] has a collocation arrangement in such RTEE. Upon [CLEC]'s request, VERIZON will connect a Feeder Sub-Loop to a [CLEC] collocation arrangement in the VERIZON end office where the Feeder Sub-Loop originates and to either a [CLEC] collocation arrangement in the VERIZON RTEE that subtends such end office or a [CLEC] CLEC outside plant interconnection cabinet (such a cabinet, a "COPIC") located within 100 feet of the FDI that subtends the end office and that [CLEC] has established in accordance with, and subject to the terms and provisions of, an agreement between VERIZON and [CLEC] that governs the establishment of such COPIC. VERIZON shall connect a Feeder Sub-Loop to the point of termination bay of a [CLEC] collocation arrangement and to a [CLEC] COPIC by installing appropriate cross connections and VERIZON shall be solely responsible for installing such cross connections. [CLEC] may obtain access to a Feeder Sub-Loop between an end office and an RTEE or a

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COPIC only if DS1- or DS3-capable transmission facilities are available and not in use between such office and RTEE or COPIC. If a DS1- or DS3-capable transmission facility is not available between an end office and an RTEE or COPIC or if such a facility is available but is in use between such office and RTEE or COPIC, then VERIZON shall construct such a facility upon request by [CLEC] and subject to VERIZON's special construction terms, conditions and rates.

(3) [CLEC] shall run any crosswires within a [CLEC] physical collocation arrangement and a [CLEC] COPIC and [CLEC] will have sole responsibility for identifying to VERIZON where a Feeder Sub-Loop should be connected to a [CLEC] collocation arrangement. [CLEC] shall be solely responsible for providing power and space for any cross connects and other equipment that VERIZON installs in a COPIC, and [CLEC] shall not bill VERIZON, and VERIZON shall not pay [CLEC], for providing such power and space.

(4) VERIZON shall not be obligated to provide to [CLEC] any multiplexing at an RTEE or at a COPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If [CLEC] requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and VERIZON shall provide such loop to [CLEC] in accordance with, but only to the extent required by, the terms, provisions and rates in the Interconnection Agreement that govern loops, if any.

(5) VERIZON shall provide [CLEC] with access to a Feeder Sub-Loop in accordance with negotiated intervals.

(6) VERIZON shall repair and maintain a Feeder Sub-Loop at the request of [CLEC] and subject to the time and material rates set forth in Exhibit A. [CLEC] may not rearrange, disconnect, remove or attempt to repair or maintain any VERIZON equipment or facilities without the prior written consent of VERIZON. [CLEC] accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing VERIZON with appropriate dispatch information based on its test results. If (a) [CLEC] reports to VERIZON a trouble, (b) [CLEC] requests a dispatch, (c) VERIZON dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then [CLEC] shall pay VERIZON the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when a [CLEC] contact as designated by [CLEC] is not available at the appointed time. If as the result of [CLEC] instructions, VERIZON is erroneously requested to dispatch to a site on VERIZON company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to [CLEC] by VERIZON. If as the result of [CLEC] instructions, VERIZON is erroneously requested to dispatch to a site outside of VERIZON company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to [CLEC] by VERIZON.

[FOR ALL STATES]

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(b) Limitations. Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment:

(1) Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by VERIZON that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element VERIZON is required by Applicable Law to provide to [CLEC] on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit VERIZON's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the [Commission], the FCC, any court or any other governmental authority related to, concerning or that may affect VERIZON's obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) To the extent that VERIZON is required by Applicable Law to provide a network element on an unbundled basis to [CLEC], the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of VERIZON (a "VERIZON UNE Tariff"). In the absence of a VERIZON UNE Tariff, to the extent that VERIZON is required by Applicable Law to provide a network element to [CLEC], the terms, conditions and prices for such network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Amendment and the Interconnection Agreement, as amended by this Amendment. In the absence of a VERIZON UNE Tariff and if there is a conflict between the terms and provisions of this Amendment or the Interconnection Agreement and Applicable Law governing the provision of a network element, prior to VERIZON's provision of such network element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.

(3) VERIZON shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

[FOR STATES OTHER THAN NY AND MA]

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(c) Notwithstanding anything else set forth in the Interconnection Agreement or this Amendment and subject to the conditions set forth in Section 1(e) of this Amendment:

(1) VERIZON shall provide access to Feeder Sub-Loops subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to Feeder Sub-Loops, collectively, the “Rates” and, individually, a “Rate”). [CLEC] acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that VERIZON is developing the Rates and VERIZON has not finished developing the Rates as of the Effective Date. When VERIZON finishes developing a Rate, VERIZON shall notify [CLEC] in writing of such Rate in accordance with, and subject to, the notices provision of the Interconnection Agreement and thereafter shall bill [CLEC], and [CLEC] shall pay to VERIZON, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(c)(2) of this Amendment. Any notice provided by VERIZON to [CLEC] pursuant to this Section 1(c)(1) shall be deemed to be a part of Exhibit A immediately after VERIZON sends such notice to [CLEC] and thereafter.

(2) The Parties shall cooperate to true up amounts billed by VERIZON to [CLEC] and paid by [CLEC] to VERIZON based on an interim Rate for a Feeder Sub-Loop if the [FULL NAME OF STATE COMMISSION OR BOARD HERE] alters, amends or modifies such Rate and then, as altered, amended or modified, approves or makes effective such Rate as a permanent and final Rate in a final order and such order is not appealed or otherwise challenged.

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of

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the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

Feeder Sub Loop Amendment

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

[CLEC]

VERIZON - [STATE, INC.]

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services
Policy & Planning

Feeder Sub Loop Amendment

Exhibit A

To be completed in accordance with Section 1(c)(1) of this Amendment.

JOINT REPLY DECLARATION OF
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ATTACHMENT Q

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ATTACHMENT R

REDACTED FOR PUBLIC INSPECTION

**JOINT REPLY DECLARATION OF
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VIRGINIA P. RUESTERHOLZ**

ATTACHMENT S

**Outside Plant Network Services Staff Letter**

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PR-A97-015

Document Number

<u>Subject</u> POLE ATTACHMENTS		<u>Document Number</u> PR-A97-015	
<u>Type</u> Advisory	<u>Issuing Organization</u> Facilities Management	<u>Date</u> 07/06/98	
<u>References</u> BA Practice 620-060-100, 627-220-202, 919-120-700, Bellcore SR-1421			
<u>Supersedes</u> N/A	<u>Distribution Codes</u> PR1, PR18	<u>File Number</u> N/A	
<u>Supplements</u> PR-D96-087, PR-D96-114			

To: Director, Managers, 1" Level Managers; Facilities Management
 Facilities Management Training
 Directors, Managers, 1" Level Managers; Construction
 Directors, Managers, 1" Level Managers; I&M

Abstract This letter will provide a supplement to the Facilities Management Centers for use with the previously issued letters conveying procedures to comply with the 1996 Telecommunications Act and FCC 251 Rules.
 It will cover different methods of pole attachments and their application in a universal, non-discriminatory approach for Bell Atlantic and all Cable Television and Telecommunications Carriers.
IMPORTANT NOTICE: The Cable Extension Bracket referred to in BA Practice, Issue A, 620-060-100, page 34, was listed in error. It is not an approved product and should not be used.

Effective Date: Immediately

ContactName Roger MeedenTelephone 301-236-6261Approved by Richard L. FowlerTitle Manager



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